

# Elmsett C. of E. V.C.P. School

## Lettings Policy

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## Document Control

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## 1. DEFINITIONS

Those people making use of the premises hired under a letting agreement between the school and the hirer are known as **users** in this document. The person or organization actually entering into the contract with the school is the **hirer**. The person or persons 'supervising' or organizing the users - in this document the term **steward** is used for these.

## 2. LETTINGS - POLICY STATEMENT

**Elmsett Primary School governing body's policy is that agreements with hirers should include the arrangements relating to health and safety. In particular, arrangements for fire safety procedures and emergencies should be covered in detail. Suitable insurances must also be in place.**

For legal requirements and exceptions see ***School Governors' Guide to the Law - Chapter 19 - Community Use of Schools***.

The Governing Body controls the use of school premises outside school hours. (There are some exceptions - see above.) Governing Bodies are sympathetic to the needs of the local community when deciding out of hours use.

All lettings must be agreed by the Head teacher.

School functions must take priority over lettings, e.g. Parents' Evening Staff rooms, classrooms and the kitchen will not normally be available for hire.

Lettings will be considered on an individual basis.

The Hirer will be entirely responsible for the proper use of facilities and must take all reasonable precautions to ensure that there is no damage to the fabric of the buildings, furniture and fittings or any school equipment.

The Hirer shall indemnify the Authority against any claim for bodily injury or loss of or damage to property (real or personal) whether belonging to the Authority or to any other person if the said loss, damage or injury is either caused by the negligence of the Hirer or by the negligence of any other person using the premises hired with the permission of the Hirer.

Access/Closure will be via a named key holder, or for long-term lettings a key may be provided to the Hirer with the agreement of the head teacher.

Users will need to check insurance requirements - **the Hirer must have adequate public liability insurance**.

A copy of the user's Certificates, Public Liability Insurance and their Risk Assessments must be provided and kept on file in the Office.

This documentation must be updated annually.

If the letting is in school hours when children are on site the Hirer is required to show their CRB certificate and identification which is recorded on the Central Record.

Each new letting will be reviewed after one term.

For current charges please see below. Letting rates can be reviewed on a termly basis.

Lone working procedures are in place to cover the person locking up and other support activities. The school considers whether additional security is needed when letting the premises and detail this in the risk assessment.

Where lettings occur during the hours of darkness, the adequacy of sufficient lighting provided inside and outside the premises to assist with safe access has been considered. If the hirer will be in control of such lighting, they must be shown where the switches are. Timed lights may need to be adjusted if not set up for the hours of the letting. If emergency

/outside lighting is not in situ this should be made known to the hirers – the hirer should be advised to consider the provision of sufficient torches for stewards or users.

Details of vehicle and pedestrian entrances and exits, parking facilities, toilets (if available), etc. made known to the user.

The hirer has been informed that parking is made available only on the basis that it is at the vehicle owner's risk. The school and county council will accept no responsibility for damage howsoever caused to vehicles and other property while the user is on the school site.

The rooms that are made available to hirers are checked periodically to ensure that they are in a suitable condition for the specific activity that any lettings will involve. Records of inspections are kept. The school is not responsible for the users' activities, but are assured that the activity and the hired room/equipment available are compatible.

Hirers may legitimately request to see the **fire risk assessment**. If applicable, different fire procedures needed for evenings or other times when lettings take place will be recorded in the fire risk assessment.

Hirers may ask to see risk assessments for school use of equipment etc. There is no particular reason why these should not be made available, but the hirer must be advised that they cannot rely on the school's risk assessments for any activities carried out during the letting, because the school's risk control measures will be different to those in place during the hiring. The hirer is **not** automatically entitled to take copies of the school's risk assessments. The school may legitimately be asked to see maintenance records for equipment to be used during the letting. Any precautions required to ensure the users' safety when using equipment are the responsibility of the hirer. This includes, for example, the provision of information and training in the use of the equipment. Generally speaking, equipment should be provided by the hirer and not by the school.

Information must be provided to hirers, users and stewards about any necessary health, safety or security arrangements relating to the premises and any equipment that may be used. The hirer must sign to acknowledge receipt of the information.

The governing body must ascertain that organizations and individuals providing out of school activities for children (whether or not from the school) have suitable child protection arrangements, and are suitably informed and vetted. This is done via issue of a form which must be returned with the letting form. See Appendix 1.

The hirer and stewards should consult the designated person in school if they suspect, or are informed, that a child is being abused.

### **3. GENERAL CONDITIONS THAT THE HIRER SHOULD BE AWARE OF BEFORE ENTERING INTO AN AGREEMENT WITH THE SCHOOL.**

Hirers are responsible for signing in and for monitoring persons on site with a register, so that in the event of a fire alarm, all persons can be accounted for. If some other arrangement is agreed with the school the agreement must be recorded in writing.

All statutory requirements, including those relating to health and safety matters, must be observed. School specific requirements must also be complied with. In all cases, the hirer must ensure that risks associated with the activity are properly controlled throughout the hire period and that the premises are returned to the control of the school in a clean and satisfactory condition. Any specialist cleaning or disinfection required as a result of the hirer's/user's activity in the premises will be the sole responsibility of the hirer (this applies in particular to animal and bird fairs, pottery work using high silica clays and more toxic glaze materials, etc).

The cost of any maintenance or repair work which is necessary because of the hirer's/user's activities will be borne by the hirer. The school ensures that hirers are acquainted with the emergency and evacuation procedures (on display), including the location of the fire alarms, extinguishers and emergency exits and muster points. This will be done during a premises familiarization session in advance of the actual hiring. Once completed the hirer takes responsibility for briefing other users associated with the hiring.

It is the responsibility of the hirer to provide first aid equipment and trained personnel. They must also carry out their own fire drills and organise their own fire procedure, including calling the Fire Service if a fire is suspected or has been seen, identifying a muster point and carrying out a check of users. Fire appliances must not be removed or tampered with other than for fire fighting purposes.

The hirer will ensure that the users' activity is not so loud or otherwise obtrusive as to render the fire alarms ineffective. Where a modern, electronic fire detection and warning system is not available in the school the hirer must provide the means for alerting the hirers of the need to evacuate. This is particularly important where the school's normal fire alarm system may not be suitable for those with special needs. For example, a fire alarm that provides an audible warning only may not be suitable for a deaf person and the hirer must make suitable compensating arrangements for all similar circumstances. The hirer is responsible for drawing up specific evacuation plans for any disabled people.

The hirer must ensure that only that part of the building actually hired is used and must observe any instructions given by the site supervisor/ member of school staff concerning the area available.

Smoking is not allowed in any part of the school premises.

All mains powered electrical equipment brought onto the premises must be safe and evidence is required that it has a valid test and inspection certificate (the certificate should be less than one year old for earthed equipment, or less than four years old for double insulated equipment). Lower voltage equipment must also be safe and in good condition.

Fire exits must not be blocked or locked, nor should furniture, equipment, or other obstructions be placed in corridors during the hiring. The hirer shall not allow so many users into the premises as to exceed the seating and/or dancing capacity of the premises declared in the hiring agreement. Even if the stated capacity is not exceeded, the hirer will not use the space provided in such a way as to create conditions of over-crowding or to impede safe and effective escape from the premises in an emergency.

The hirer shall provide a sufficient number of stewards as may be necessary to ensure adequate and efficient supervision of the users during the letting.

Attendants and stewards should ideally wear badges identifying them as such. The hirer is asked to arrange for users to park in designated areas only. Grass or roadways may only be used with the school's expressed permission. This information is conveyed to any person who may attend an event/activity.

All scenery, costumes and drapes used for stage performances or the like should be of a fire resistant material.

The Head teacher reserves the right to have a member of school staff present throughout the letting and to put a stop to any event that is not properly conducted.

A land-line available to the hirer during lettings for emergency calls only. The hirer must contact a representative of the school as soon as practicable in the event of an emergency that puts the premises or school property at risk. The school provides a contact number for such emergencies.

Should children be present, adults must directly supervise them at all times.

Hirers must have regard to the national standards of qualification, experience and overall competence of instructors/supervisors/coaches for sporting and other activities. Where the hirer is providing a service endorsed by Suffolk County Council then national competence standards and the Children and Young Peoples Services Directorate's supervision requirements must be met in all cases.

If coaching children or vulnerable adults, requirements on Criminal Record Bureau checks must be followed.

The hirer is responsible for ensuring that premises are left in a clean and tidy condition, including replacing any furniture that may have been moved. Any additional expense incurred by the school in the moving and replacement of furniture and equipment, or extra cleaning that may be necessary in returning the premises to a satisfactory condition, shall be recharged to the hirer.

When hiring the field or other outdoor services, the hirer should consider the need for changing facilities, toilets etc. and negotiate with the school about availability. Where practical, these will be made available.

#### **4. INSURANCE**

It is the responsibility of the **hirer** to effect suitable public liability and other relevant insurance cover. As a general rule cover up to £5 million is required.

However, the school does take out the Hirers Liability insurance policy for noncommercial hirers. This insurance indemnifies the hirer and not the school, but for certain lettings it does relieve the school of the burden of checking that the hirer has suitable cover.

#### **5. IN THE EVENT OF AN INCIDENT, FIRE OR NEAR MISS**

County Council Incident Report forms are made available to the hirer who, in turn, must ensure one is completed whenever necessary. The school should follow up the report to ensure that it is completed correctly and that an investigation is undertaken. A review of the risk assessment for the activity will be required. If the hirer has produced a risk assessment then the hirer is responsible for undertaking the review and informing the school of any findings that may be relevant. Schools are **not** responsible for undertaking risk assessments for hirers' activities.

##### **In the event of fire**

The Hirer will call the Fire Service (if school staff are not present and supporting the activity)

All users will evacuate the building via the nearest fire exit and muster at the designated point. Users must not re-enter the building until the "all clear" has been given. The Fire Service will give this. Fires must be reported using the County Council Incident Report form.

#### **6. LICENCES**

The hirer is responsible for ensuring that any necessary licenses required for a particular event have been obtained, such as theatre, performing rights or cinematograph Licences. The school, where considered necessary, will normally obtain public entertainment license for the premises.

Under the Licensing Act 2003 schools are likely to need a premises license.

## 7. APPENDIX 1 - LETTINGS QUESTIONNAIRE

With the introduction of the Licensing Act 2003, the School has had to obtain a Premises License, **a summary copy of which is attached.**

As a hirer of school premises, you should be aware of the details of this license and we need your co-operation in complying with the requirements of the license.

The following questionnaire should be completed and returned to the school as soon as possible.

Have you read and understood the premises license summary?

Do you agree to comply with the requirements of the Premises License?

Do you agree to comply with the requirements of the school's letting regulations?

If:

a) you are supplying alcohol or allowing alcohol on the premises, or

b) your event falls outside the permitted times,

you must obtain a Temporary Event Notice from the district/borough council. Insert license number here or sign to state that you will do this.

License number..... Signature.....

Do you have your own public liability insurance? If so, please provide details at the foot of this document

Do you bring electrical equipment of any sort when you hire the premises (even extension leads, for example)? If so, has this equipment been tested in accordance with Suffolk County Council requirements?

Have you discussed with the school the action to be taken in the event of a fire alarm?